



REQUEST FOR QUALIFICATIONS (RFQ 07-271)

PROJECT TITLE: Forest Planning Analysis Services

QUALIFICATIONS DUE DATE: April 17, 2007

EXPECTED TIME PERIOD FOR CONTRACTS: July 1, 2007 to June 30, 2009

CONSULTANT ELIGIBILITY: This procurement is open to those consultants who satisfy the minimum qualifications stated below and who are available for work in Washington State.

SECTION 1 INTRODUCTION

The Washington State Department of Natural Resources (DNR) is soliciting firms and individual consultants to create a roster of pre-qualified experts who will assist with natural resource assessments, technical papers, modeling, and writing components of programmatic analyses related to DNR's state lands forest land planning. Consulting firms and individual consultants interested in working under personal service contracts for assignments related to programmatic environmental impact statements (EIS) and DNR's state forest land management projects should submit proposals no later than 4:30 PM on April 17, 2007 to:

Cassandra Koerner
Department of Natural Resources
Land Management Division
1111 Washington St. SE
Olympia, WA 98504-7016

Ph: (360) 902-1768
Fax: (360) 902-1789
Email: cassandra.koerner@dnr.wa.gov

The list will contain firms and individuals with technical expertise in researching, composing, analyzing and modeling the environmental and/or economic impacts of forest management activities in the subject areas identified in Appendix A.

Each individual consultant must demonstrate technical expertise within their specialty area. The majority of work proposals will be related to the environmental analysis (SEPA/NEPA) for forest land planning in western Washington, the marbled murrelet long-term strategy, modeling or other areas of research. Qualified consultants will be requested to submit detailed proposals for each assignment within their area of expertise, and will be awarded contracts based on criteria identified within individual RFP's.

1.01 Background

The DNR manages approximately 2.1 million acres of forested trust lands on behalf of numerous state and county trust beneficiaries. With the state as trustee, the legislature has designated DNR as manager of both the federal grant and state forest trust lands.

In 1996, due to the Endangered Species Act listings of species that affect forest state trust lands, the Board of Natural Resources (BNR) adopted the Habitat Conservation Plan (HCP). The HCP is a contract with the federal government that was developed for protection of multiple endangered species including the Northern Spotted Owl, Marbled Murrelet and salmonid species. The HCP covers state trust lands found within the range of the Northern Spotted Owl. This area includes all forested state trust lands west of the Cascade Mountain Crest and a small part of those lands found on the eastern slopes of the Cascade Mountains.

In September of 2004, the Board of Natural Resources set a new direction for the management of forested state trust lands in western Washington with the adoption of a set of new policies and a new decadal sustainable harvest level. DNR completed a Final EIS in support of this decision. The implementation of the Board's adopted alternative is expected to be carried out through the forest land planning process.

In April 2005, DNR issued a Draft Environmental Impact Statement (DEIS) for its new policy direction now identified as "Policy for Sustainable Forests" (formerly known as the Forest Resource Plan). The Final EIS, completed in June 2006, contains policies that are expected to position DNR to effectively manage forested state trust lands for trust beneficiaries and the people of Washington.

One of the new policies is titled "Forest Land Planning", and is expected to translate desired outcomes into specific activities in the field. The forest land planning process:

1. Describes measurable outcomes as established by state and federal law, as well as BNR policy for a specified geographical area (smaller than the state);
2. Specifies forest management strategies to achieve outcomes; and
3. Provides adaptive management through feedback and communication that refine strategies and outcomes as appropriate.

The objective of the forest land planning program is to develop and demonstrate a concise planning process that links the expected ecological, social and economic outcomes stated in DNR's forest management policies to region operations through the development of efficient and effective landscape management strategies for forested state trust lands.

1.02 Minimum Qualifications

1. The Consultant(s) must be licensed to do business in the State of Washington. Please clearly identify your UBI in your proposal.
2. The Consultant(s) should be proficient with one or more of the following areas related to forest land planning:
 - a. Nonproject environmental impact statements according to the Washington State Environmental Policy Act.

- b. Forest estate level modeling using simulation, optimization and spatial heuristic techniques
 - c. Socio- economic or basic economic analysis
3. The Consultant(s) should have 5 years experience in one or more of the disciplines or types of analyses in Appendix A.

1.03 Required Documentation. DNR is interested in receiving the qualifications of individual specialists and the general qualifications of firms where the consultants are associated. Statements of qualifications need to focus on the specific individuals who would be working under these personal service contracts for consideration on the proposed roster of consulting firms and individual consultants. For each individual contractor or consulting firm wishing to be included on the contractor roster, please submit the following information:

1. Consultants who were on the 05-07 Roster **must** reapply in response to the list below.
2. Areas of expertise, for which the consultants propose to be considered, as defined in Appendix A in bold text.
3. Specialty¹ or specialties within the area of expertise (above) for which the consultant proposes to be considered. See Appendix A; and the consultant may add additional specialties if none on the list reflect applicable experience. In addition, please provide information highlighting your specialty area per education, experience or project descriptions. **Consultants without a properly documented specialty area will not be added to the roster.**
4. Resume including education and relevant work experience.
5. List of projects previously completed; highlighting each individual contractor's responsibilities and accompanied by a brief summary of those projects, including name and contact information for clients (any documents submitted will not be returned).
6. Three letters of recommendation per consultant.
7. Statement of availability to complete work from July 1, 2007 to June 30, 2009.
8. Labor billing rates and any other associated fees for the period of the contracts (2007-09).

Proposals from consultants or consulting firms who do not meet these minimum qualifications or required documentation may be rejected.

1.04 Informational Meetings

Those consulting firms or individual consultants interested in more details regarding the type of analysis work expected under these individual work orders can attend an optional meeting on April 5th, 2007 from 10:30 am to 12 noon in Room 682 of the Natural Resources Building located at 1111 Washington Street SE Olympia, Washington 98504.

1.05 Funding. Individual contract statement of work and other specifications (called work orders) will be sent to each of the appropriate consultants on the roster to bid on. Consultants on the roster are not guaranteed work unless they are the successful bidders for the work orders. Typical work orders are expected to cost from Five thousand (\$5,000) to Twenty-Five thousand dollars (\$25,000). Total available funding for this program **Environmental Analysis Services** is \$750,000 (Seven hundred and fifty thousand dollars) over two years.

¹ For example: I am a wildlife biologist. My specialties lie in Northern Spotted Owl, Marbled Murrelet, Bears and general wildlife studies.

1.06 Proposal Order. In the work order up for bid, DNR will identify the needed analysis, modeling or assessment; and provide preliminary information, i.e., project description, aerial photos, legal descriptions, and acreage associated with the subject area, and other parameters. Consultants will be asked to submit an outline for the work to be accomplished, an estimate of cost and a project time line within ten (10) working days (or longer, as specified) of such a solicitation.

Proposals exceeding the DNR estimated amount for the work order will be rejected. Awards for work orders are contingent upon available funding.

Upon selection and acceptance of a consultant's proposal, DNR will sign a contract with the consultant to commence work. The consultant (now a contractor) is to deliver work product(s) within the required time frame. Payment will be made upon DNR's satisfactory acceptance of the work product.

1.06 Americans with Disabilities Act (ADA). The DNR complies with the Americans with Disabilities Act. Consultants may call the RFQ Coordinator to receive this Request for Qualifications in alternate forms. Persons with hearing impairments may call 1-800-422-7941 (TTY relay service). This document can be prepared in Braille or on audio tape.

SECTION 2 GENERAL INFORMATION FOR CONSULTANTS

2.01 RFQQ Coordinator. The RFQ Coordinator is the sole point of contact in the DNR for this procurement. All communication between the Consultant and the DNR shall be with the RFQ Coordinator, as follows:

Name	Cassandra Koerner
Phone Number	(360) 902-1768
Fax Number	(360) 902-1789
City, State, Zip Code	Department of Natural Resources Land Management Division 1111 Washington St. SE Olympia, WA 98504-7016
Internet/E-mail Address	cassandra.koerner@dnr.wa.gov

Communication with individuals other than the RFQ Coordinator will be considered unofficial and non-binding on the DNR. Consultants are to rely on written statements issued by the RFQ Coordinator. Communication directed to parties other than the RFQ Coordinator may result in disqualification of the Consultant.

2.06 Costs to Submit Qualifications. The DNR will not be liable for any costs that the Consultant incurs in preparing a proposal related to this RFQ, in conducting a presentation, or any other activities related to responding to this RFQ.

The template of a personal service contract is attached that will be signed with the consultant to accomplished a particular work order. The template is only to show the prospective contractor the possible terms and conditions of a contract. There is no need at this stage to fill the blanks in the sample contract.

Appendix A: Areas of Expertise (Bold) and Specialties Related to Forest Landscapes

Cultural Resources

Familiarity with State and Federal Policy
Identification and Management
Landscape Interpretation
Survey and Excavation

Cumulative Effects in Forested Landscapes

Sediment Transport & Erosion
Silviculture
Landscape Patterns
Edge Effects
Water Quality

Economics and Socio-economic Analysis

Forest Valuation
Economics of Silviculture

Editorial Services

Document Production
Contextual Editing

Forest Ecology, Landscape Ecology, Silviculture

Civil & Forest Engineering
Forest Ecology
Fire Ecology
Forest Health
Forest Structural Development
Landscape Ecology
Silviculture
Special Status Plants

Forest Modeling

Growth & Yield for Washington State
Growth Models (SPS, FVS, FPS, ORGANON, SORTIES, ZELIG, TASS)
Growth Model Interfaces (LMS, SILVIRR, MBG/YTG Tools, ForSim, SUPPOSE)
Harvest Scheduling
Harvest System Layout & Road Pegging (using GIS Tools & Datasets)
Road Network & Routing
Forest Estate Modeling with: Remosoft Inc. Spatial Planning System, D.R. Systems Inc Options, MAGIS, SNAP, NETWORK
Wind Disturbance & Climate Modeling

Geomorphology & Soil Science

Mass Wasting & Surface Erosion
Sediment Transport & Erosion
Slope Stability
Geomorphology

Use of GIS/ Remote Sensing for Forest Landscape Level Analysis

ArcGIS 9.2

- Mapping
- Application development
- Geodatabase building
- Scripting/programming

NEPA

Environmental Analysis

Federal Services (NOAA-Fisheries & FWS) Procedural Experience

Habitat Conservation Plans & Amendments

Project Management

Comment Management & Analysis

Public Outreach Planning

Public Use, Recreation and Visual Areas

Civil & Forest Engineering

Recreation Planning & Analysis

Visual Analysis

Riparian & Wetland Resources, including Fisheries

Wetlands Inventory

Delineation & Mitigation of Wetlands

Delineation & Mitigation of Riparian Corridors

Delineation & Mitigation of Streams

Riparian Obligate Wildlife Species

Plants

Restoration of Wetlands

Restoration of Riparian Corridors

Restoration of Streams

Sediment Transport & Erosion

Salmonids

Trout

General Fisheries

Roads (see modeling)

Civil & Forest Engineering

Industrial & Residential Developments

Mass Wasting & Surface Erosion

Slope Stability

Road Density Analysis

SEPA

Adaptive management

Comment management & analysis

Habitat conservation plans

Project Management

Water Quality & Hydrology

Detention Design

Stormwater treatment

Hydraulic Modeling
Hydrology
Industrial & Residential Developments
Sediment Transport & Erosion

Wildlife (Including: Sensitive, Threatened and Endangered Species)

Avian ecology
Sensitive Habitats
Marbled Murrelet
Northern Spotted Owl
General Wildlife
Large Game Species
Mammalology
Habitat Restoration
Forest Habitat Development

The following pages contain the template of a personal service contract that Consultants will sign with DNR for specific work orders. The template is for information only and need not be filled out at the moment.

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
DOUG SUTHERLAND, Commissioner of Public Lands**

PERSONAL SERVICES CONTRACT

Contract No. PSC _____

This Contract is between the State of Washington Department of Natural Resources, referred to as the DNR, and _____, referred to as the Contractor, for the express purposes described in the following provisions of this Contract.

The purpose(s) of this Contract are to: **[INSTRUCTION: Enumerate purposes]**

The parties mutually agree to the terms, conditions and covenants described below, attached, or incorporated by reference as follows:

1.01 Rights and Obligations. Attachment A contains the General Terms and Conditions governing work to be performed under this Contract, the nature of the working relationship between the DNR and the Contractor, and specific obligations of both parties. All rights and obligations of the parties to this Contract shall be subject to and governed by Attachment A and other attachments each incorporated by reference, and by the Special Terms and Conditions.

SPECIAL TERMS AND CONDITIONS

2.01 Scope of Work.

(1) The Contractor will provide the following: **[INSTRUCTION Write a one paragraph summary of the required services.]**

(2) The Contractor shall produce the following:
[INSTRUCTION: List reports, oral or written, training programs and so forth by the dates indicated.]

All required products must be delivered to the DNR Project Manager. All oral reports must be presented at the location requested by the DNR.

(3) Attachment B contains the detailed Scope of Work or in Contractor's Proposal.

[INSTRUCTION: Identify all products, tasks, work elements, objectives, and timetables by which major parts of the work are to be completed, etc. Reference Attachment B if attaching a separate Scope of Work or Contractor's proposal.]

The Contractor shall complete all specified Contract work including submission of reports, and/or other required documentation within the time periods set forth in the Contract.

3.01 Conduct of Work. The Contractor shall furnish all necessary qualified personnel, material, and equipment, and manage and direct the same to timely complete the work described in this Contract.

4.01 Period of Performance.

- (1) Effective Date: Subject to its other provisions, the period of performance under this Contract shall begin on _____.

The provisions of chapter 39.29 RCW require DNR to file this contract with the Office of Financial Management (OFM). This contract is not effective, work may not be commenced nor payment made until ten (10) working days following the date of filing, and, if required, until reviewed or approved by OFM. If OFM fails to approve the contract, the contract shall be void.]

[INSTRUCTION: Optional Depending Upon Filing Requirements. You may ask the Contract Specialist in BSSD for filing requirement. Delete if not using.]

- (2) Completion Date: This contract shall terminate on _____ or when all of its terms and conditions have been satisfied, whichever is earlier, unless sooner terminated as provided herein.

5.01 Compensation and Payment.

- (1) Amount of Compensation: Total compensation including expenses payable to Contractor for satisfactory performance of the work under this Contract shall not exceed _____ (\$_____). Contractor's compensation for services rendered shall be based on the following rates or as follows: **[INSTRUCTION: List detail of compensation to be paid, e.g., hourly rates, number of hours per task, unit prices, cost per task, cost per deliverable, etc.]**

- (2) Time of Payment: Payment for work performed shall be made in accordance with the following. **[INSTRUCTION: Payments can be based upon satisfactory acceptance of each deliverable, monthly progress payments based on work performed, payment after completion of each major part of the contract, or payment at conclusion of the contract, etc.]**

Payment is timely if DNR pays within 30 days after receiving properly completed invoice vouchers. Payments shall be sent to the address designated by the Contractor. The DNR may terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

- (3) Invoices: Payment for services rendered shall be payable when the contractor submits properly completed invoice vouchers. The Contractor shall submit invoices monthly/quarterly, or _____. **[INSTRUCTION: Use other time periods if appropriate together with a detailed statement of the contract services performed for which the Contractor is seeking compensation.]**

The Contractor shall make requests for payment on state invoice voucher forms prepared as DNR prescribes. Invoice vouchers shall include information necessary for the DNR to determine the exact nature of all expenditures and shall identify all personnel for whom compensation is sought, the amount of hours each individual worked, and the rate of compensation for each. The rate of compensation for each of the Contractor's personnel shall not exceed the amount agreed to. Each voucher will clearly indicate that it is for the services rendered in performance under this Contract. Requests for payment shall be submitted to the DNR Project Manager.

- (4) Expenses: Contractor shall receive reimbursement for travel and other expenses as authorized in advance by the DNR as reimbursable. The maximum amount is to be _____ (\$ _____). This amount is included in the contract total in Paragraph 5.01(1). Expenses are limited to: air fare (economy or coach class only), lodging and subsistence necessary during periods of required travel, and expenses incurred during travel for telephone, copying and postage. Contractor shall receive compensation for travel expenses at current State travel reimbursement rates. Receipts must be attached for any expenditure of \$25.00 or more.

[INSTRUCTION: *Expenses are optional. Delete aforementioned Item (4) above if expenses are not allowable. If allowable, include only expenses which are appropriate for the Contract.*

Expenses. No additional costs or expenses are allowable. All costs and expenses associated with the Contractor fulfilling the terms and conditions of the contract are included in the amount of payment stated in section 5.01(1) and no additional payment shall be made under this Contract.

[INSTRUCTION: Optional Alternative to (4)].

- (5) Biennial Closures: Under biennial closing procedures, the Contractor must submit all invoices and/or billings for services or material supplied under this Contract through June 30, 20____, to DNR no later than July 10, 20____. If DNR does not receive invoices and bills by July 10, a considerable delay in payment may result. **[INSTRUCTION:** *This is optional. Applicable only when payments fall within biennial closures.*]

6.01 Federal Subcontract. When the DNR is passing federal funds to the Contractor, the Contractor will be considered a "sub-recipient.", and shall

- (1) Adhere to the Federal Office of Management & Budget (OMB) Circular A-133 and other applicable federal and State regulations;
- (2) Provide access to independent auditors to its financial records.

The Contractor may obtain a copy of the federal agreement governing this Contract by contacting the DNR Project Manager.

[INSTRUCTION: *Optional - Applicable only when federal dollars are involved.*]

7.01 Acceptance. Progress payments shall become due and payable when the Contractor delivers each product and DNR favorably accepts the product.. If a product is not acceptable to DNR, the DNR shall within ten (10) working days from receipt, notify the Contractor in writing of the nature of defects in the product and any proposed remedy. The Contractor shall respond to this notice in writing within ten (10) working days specifying the action to be taken to make the product acceptable to the DNR.

8.01 General Insurance Requirements At all times during the term of this contract, the Contractor shall, at its cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of the contract at DNR=s option.

[INSTRUCTION: *Insurance limits identified below should be reviewed for sufficiency based on the risks to the agency. When you analyze the service(s) provided by the contractor, evaluate the exposures to financial loss that could affect DNR. If you believe each occurrence or aggregate limits are not sufficient or too excessive, please contact the DNR Risk Manager, or in his absence, the Contract Specialist in BSSD.*]

All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best=s Reports unless otherwise approved by DNR. Any exception must be reviewed and approved by the DNR Risk Manager or in the absence of, the DNR Contracts Specialist, before the contract is accepted. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

Before starting work, Contractor shall furnish DNR, with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in the bid/proposal, if applicable, and Contract. Said certificate(s) shall contain the Contract Number _____, name of DNR Project Manager, a description, and include the State of Washington, DNR, its elected and appointed officials, agents, and employees as additional insured on all general liability, excess, umbrella and property insurance policies.

Contractor shall include all subcontractors as insureds under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Contractor=s liability or responsibility.

All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by DNR. Contractor waives all rights against the DNR for recovery of damages to the extent these damages are covered by

general liability or umbrella insurance maintained pursuant to this Contract.

DNR shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications.

- (1). Insurers subject to Chapter 48.18 RCW (Admitted and Regulated by the Insurance Commissioner): The insurer shall give the DNR 45 days advance notice of cancellation or non-renewal. If cancellation is due to nonpayment of premium, the DNR shall be given 10 days advance notice of cancellation.
- (2). Insurers subject to Chapter 48.15 RCW (Surplus lines): The DNR shall be given 20 days advance notice of cancellation. If cancellation is due to nonpayment of premium, the DNR shall be given 10 days advance notice of cancellation.

In lieu of the coverages required under this section, DNR at its sole discretion, may accept evidence of self-insurance by the Contractor, provided Contractor provides the following:

Contractor shall provide a statement by a CPA or actuary, satisfactory to the DNR, that demonstrates Contractor=s financial condition is satisfactory to self-insure any of the required insurance coverages.

DNR may require Contractor to provide the above from time to time to ensure Contractor=s continuing ability to self-insure. If at any time the Contractor does not satisfy the self insurance requirement, Contractor shall immediately purchase insurance as set forth under this section.

By requiring insurance herein, DNR does not represent that coverage and limits will be adequate to protect Contractor, and such coverage and limits shall not limit Contractor=s liability under the indemnities and reimbursements granted to DNR in this contract.

The limits of insurance, which may be increased by DNR, as deemed necessary, shall not be less than as follows:

- (1) Commercial General Liability (CGL) Insurance: Contractor shall maintain general liability (CGL) insurance, and, if deemed necessary as determined by the DNR, commercial umbrella insurance with a limit of not less than \$1,000,000 per each occurrence and \$2,000,000 for a general aggregate limit. The products-completed operations aggregate limit shall be \$2,000,000.

CGL insurance shall be written on ISO occurrence form CG 00 01 (or substitute form providing equivalent coverage). All insurance shall cover liability arising out of premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insureds (cross liability) conditions.

- (2) Employers Liability (Stop Gap) Insurance: If Contractor shall use employees to perform this contract, Contractor shall buy employers liability insurance, and, if deemed necessary as determined by the DNR, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- (3) Business Auto Policy (BAP) Insurance: Contractor shall maintain business auto liability and, if deemed necessary as determined by the DNR, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of any Auto. Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage and cover pollution cost or expense as provided in the 1990 or later editions of CA 00 01.

Contractor waives all rights against DNR for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

- (4) Workers' Compensation Insurance: Contractor shall comply with all State of Washington workers' compensation statutes and regulations. Workers' compensation coverage shall be provided for all employees of Contractor and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this contract. Except as prohibited by law, Contractor waives all rights of subrogation against the DNR for recovery of damages to the extent they are covered by workers' compensation, employer's liability, commercial general liability or commercial umbrella liability insurance.

Contractor shall indemnify DNR for all claims arising out of Contractor's, its subcontractor's, or sub-subcontractor's failure to comply with any State of Washington worker's compensation laws where DNR incurs fines or is required by law to provide benefits to or obtain coverage for such employees. Indemnity shall include all fines, payment of benefits to Contractor or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to DNR by Contractor pursuant to the indemnity may be deducted from any payments owed by DNR to Contractor for performance of this Contract.

9.01 Project Manager.

- (1) The Project Manager for the Contractor is _____, Telephone Number _____.

- (2) The Project Manager for the DNR is _____.
Telephone Number _____, at DNR Office _____.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CONTRACTOR NAME

[INSTRUCTION: Type All Caps]

Dated: _____, 20 ____

By: _____

[INSTRUCTION: Type name, cap lower case]

Title: _____

Address: _____

Telephone: _____

FEIN: _____

**[INSTRUCTION: Federal Employer Identification
Number]**

UBI Number: _____.

[INSTRUCTION Unified Business Identifier]

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: _____, 20 ____

By: _____

**[INSTRUCTION: Type name,
cap lower case]**

Title: _____

Address: _____

Personal Services Contract
Approved as to form 29 September 97
By the Assistant Attorney General
State of Washington

Attachment A

GENERAL TERMS AND CONDITIONS

1.01 Identification. The Contract number must appear on all documents, correspondence, invoices and all other written material submitted or prepared in conjunction with this Contract.

2.01 Independent Capacity of Contractor: The Contractor and its employees or agents performing under this Contract are not employees or agents of the DNR. The Contractor will not represent itself nor claim to be an officer or employee of the DNR or of the State of Washington by reason hereof, nor will the Contractor make any claims of right, privilege or benefit which would accrue to an employee under Washington law.

3.01 Deductions. The DNR shall make no deductions from the stated amount of compensation for income tax, social security taxes, medical insurance, industrial insurance, license fees or deductions of any other kind. Contractor is responsible for all deductions for which the Contractor may be liable.

4.01 Retention of Records. The Contractor shall maintain books, records, documents and other materials which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. These materials shall be available at all reasonable times for inspection, review, or audit by personnel duly authorized by the DNR, and State or federal officials so authorized by law, rule, regulation or contract. The Contractor will retain these materials for six (6) years after settlement or termination.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

5.01 Right of Inspection. The Contractor shall provide right of access to its facilities to the DNR, any of its officers, or to any other authorized agent or official of the State of Washington or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.

6.01 Treatment of Assets. Title to all property furnished by the DNR shall remain property of the DNR. Title to all property furnished by the Contractor, the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in the DNR upon delivery of such property by the Contractor.

Any property of the DNR furnished to the Contractor shall, unless otherwise provided herein or approved by the DNR, be used only for the performance of this Contract.

The Contractor shall be responsible for any loss or damage to DNR property resulting from the contractor's negligence or which results from the contractor's failure to maintain and administer

that property according to sound management practices. If there is loss or damage to DNR property, the Contractor shall notify the DNR of the loss and shall take all reasonable steps to protect that property from further damage.

The Contractor shall surrender to the DNR all property of the DNR prior to settlement upon completion, termination or cancellation of this Contract.

7.01 Close-out. The Contractor must submit all requests for reimbursement for work performed under this Contract to the DNR so that they are received no later than thirty (30) days following the termination of this Contract. If an earlier date is specified in this Contract, the earlier date shall take precedence.

8.01 Non-discrimination. During the performance of this Contract, the Contractor shall comply with all federal and State nondiscrimination laws, regulations and policies. In the event of the Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this Contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the DNR.

9.01 Assignability. This Contract, and any claim arising under this Contract, is not assignable or delegable by the Contractor either in whole or in part.

10.01 Subcontracting. Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the DNR.

11.01 Changes/Extras. The DNR may at any time, by written order, make changes within the general scope of this Contract. No payment for changes or extras shall be made unless such changes or extras and the price have been authorized in advance in writing by the DNR Project Manager. No extension of time because of changes or extras will be allowed, unless such extension has been authorized by the DNR Project Manager.

No contract work shall be commenced nor any payment rendered for any work or services to be performed in connection with this Contract until a contract amendment has been signed by both parties.

12.01 Disputes. The DNR Project Manager shall decide disputes concerning questions of fact that are not resolved by agreement. The DNR Project Manager shall furnish the Contractor a written, signed copy of the decision. The DNR Project Manager's decision is final unless the Contractor appeals in writing to the DNR Project Manager within 30 days of receiving the latter's decision. The Commissioner of Public Lands or his authorized representative will decide the appeal. The decision will be final.

This dispute resolution process shall precede any action in a judicial or quasi-judicial tribunal. The Contractor does not waive any right to seek review of the DNR's decision. The Contractor may seek review only in the Superior Court of Thurston County. Pending final decision, the

Contractor shall proceed diligently to perform according to the contract and according to DNR's decisions.

13.01 Conflict of Interest. The DNR may, by written notice to the Contractor, terminate this Contract if it is found that there is a violation of the State Ethics Law, chapter 42.52 RCW or any similar statute involving the Contractor in the procurement of, or performance under, this Contract.

In the event this Contract is terminated as provided above, the DNR shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Contract by the Contractor. The rights and remedies of the DNR provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.

14.01 Termination of Contract for Cause. The DNR may terminate this Contract in whole, or in part, at any time after thirty (30) days' notice whenever it is determined that the Contractor has failed to comply with the terms and conditions of the Contract. The DNR shall promptly notify the Contractor in writing of the termination and the reasons for termination, together with the effective date of termination.

15.01 Termination for Funding Reasons. The DNR may unilaterally terminate this Contract in the event that funding from federal, State or other sources becomes no longer available to the DNR, or is not allocated for the purpose of meeting the DNR's obligation hereunder. Such action is effective when the DNR sends written notification of termination.

16.01 Termination for Convenience. The DNR may terminate this Contract in whole or in part by giving fifteen (15) days' written notice to the Contractor when it is in the best interest of the DNR. If this Contract is so terminated, the DNR shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination.

17.01old Harmless and Indemnification. To the fullest extent permitted by law, contractor shall indemnify, defend and hold harmless DNR, its officials, agents and employees, from and against all claims arising out of or resulting from the performance of the contract. As used in this agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting there from. Contractor's obligation to indemnify, defend, and hold harmless includes any claim by contractor's agents, employees, representatives, or any subcontractor or its employees. Contractor expressly agrees to indemnify, defend, and hold harmless DNR for any claim arising out of or incident to contractor's or any subcontractor's performance or failure to perform the contract. Contractor's obligation to indemnify, defend, and hold harmless DNR shall not be eliminated or reduced by any actual or alleged concurrent negligence of DNR or its agents, agencies, employees and officials. Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless DNR and its officials, agents or employees.

18.01 Publication Rights, and Rights to Data, Patents and Inventions. The Contractor shall not publish any of the results of the contract work without the advance written permission of the DNR. DNR will not be unreasonably withhold permission and will respond to publishing request within thirty (30) days.

Unless otherwise provided, data which originates from this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the DNR. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes and sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

Data which is delivered under the Contract, but which does not originate there from, shall be transferred to the DNR with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided, that such license shall be limited to the extent which the Contractor has a right to grant a license.

In accordance with Chapter 39.29 RCW, Contractor shall not charge additional costs to the DNR, the Joint Legislative Audit and Review Committee (JLARC) or the Office of the State Auditor for access to data generated under this contract. Contractor shall provide access to data generated under this contract to the DNR, the Joint Legislative Audit and Review Committee (JLARC), and the Office of the State Auditor during the term of this Contract and thereafter. For purposes of this section, data includes all information that supports the findings, conclusions, and recommendations of the contractor's reports, including computer models and the methodology for those models.

19.01 Licensing, Accreditation and Registration. The Contractor shall comply with all applicable local, State, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

20.01 Confidentiality. Contractor shall not disclose to any third party any proprietary or confidential information received from the DNR, or acquired during the course of work under this Contract and shall not use for its own benefit or that of others, any such information, whether developed in the course of this Contract or derived from the DNR, except as may be authorized by the DNR in writing. All information developed in the performance of this Contract shall be considered the DNR's proprietary information.

21.01 Governing Law. This Contract shall be governed by the laws of the State of Washington. In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- (1). Applicable federal and State statutes and regulations;
- (2). The Special Terms and Conditions as contained in the main contract instrument;
- (3). The General Terms and Conditions contained in this Attachment A;
- (4). Any Statement of Work attached hereto and incorporated by reference herein; and

- (5) Any other provisions or attachments of the Contract whether incorporated by reference or otherwise.

22.01 Jurisdiction/Venue. This Contract shall be construed and interpreted under the laws of the State of Washington and the venue of any action brought under this Contract shall be in the Superior Court for Thurston County. The Contractor, by execution of this Contract, acknowledges the jurisdiction of the courts of the State of Washington in this matter.

23.01 Waiver. A failure by the DNR to exercise its rights shall not constitute a waiver of any rights under this Contract unless Stated to be such in writing signed by an authorized representative of the DNR and attached to the original Contract.

24.01 Entire Contract. This document contains all covenants, stipulations and provisions agreed by both parties. No agent or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any Statement representation, promise or agreement not set forth herein except for extension of the completion date. No changes, amendments or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this Contract.

25.01 Severability. If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision, and to this end the provisions of this Contract are declared to be severable.

SCOPE OF WORK

1.01 Background [INSTRUCTION: State as completely as possible, what DNR's project background and requirements.]

Description of all project requirements

3.01 Description of plan to accomplish tasks, study, project, etc

4.01 Project schedule for conduct of work

5.01 Products and Timelines

The contractor shall be responsible for submitting the following reports and a final report on the dates specified as follows:

- 1.
- 2.

6.01. Acceptance Criteria for Products

[INSTRUCTION: *Format, type of information, right to reject and return for clarification/correction within ten working days after receipt.*]

DNR reserves the right to request additional reports relating to various aspects of the project.